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DECLARATION OF BUILDING AND USE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: This declaration is made this 23rd day of AUG. , 1985, by Trade West Development Corporation, a Utah Corporation.

THAT, WHEREAS, the undersigned, being the owners of the following described real property located in the City of West Jordan, Salt Lake County,

Lots 1 to 40 inclusive, RIVER RIDGE NO. 3 SUBDIVISION ; according to the plat thereof, as recorded in the office of the County Recorder of said County.

do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyance of said lots shall be made subject to the following conditions, restrictions, and stipulations:

1. Land Use and Buildign Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than the one single-family dwelling not to exceed two stories in height and private garages and/or carports for not more than three vehicles, unless otherwise approved by a majority of lot owners. All construction to be of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials and as to location with respect to topography design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building set back line unless similarly approved.

3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$40,000.00 including lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The floor area of the structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet. Two story structures shall have a minimum of 997 square feet finished, total.

4. Building Location.

(a) No building shall be located on any lot nearer than 21 feet to the front sidewalk; or nearer than 15 feet to any side street sidewalk line.

(b) No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. Cul-de-sac and corner lots may be less, to 15 foot minimum. No dwelling shall be located nearer than 8 feet to any interior lot line except that side of the structure which has a privacy wall as provided for by the City of West Jordan. Said privacy wall shall have no window, door or similar openings which may impair the privacy of the adjacent lot owner and may be built on the lot line. All property owners hereby grant a maintenance easement to the adjacent property owner with a privacy wall. There shall be a minimum of 12 feet between all main structures within the subdivision from one lot to the next, on the average, to sustain fire control. A one-foot minimum side yard shall be permitted for a garage or other City approved accessory building located within the guidelines of the City of West Jordan.

(c) For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.

WHEN RECORDED, PLEASE RETURN TO: WEST JORDAN CITY ATTORNEY, P.O. BOX 428, WEST JORDAN, UTAH 84094

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5. Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 42.5 feet at the front building set-back line nor shall any dwelling be erected or placed on any lot having an area of less than 4250 square feet, except that a dwelling may be erected or placed on all corner and cul-de-sac lots as shown on the recorded plat, provided that the above yard clearances are maintained.

6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the front or rear 7 feet of each lot. Within these easements, no structure may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or utility company is responsible.

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No clothes drying or storage of any article which are unsightly in the opinion of the Architectural Control Committee will be permitted in carports, unless in enclosed areas designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or fronts, or sides of lots unless they are in running condition, properly licensed and are being regularly used.

8. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.

9. Signs. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for commercial purposes and are restricted to the owner's premises or on a leash under the handler's control.

11. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in a sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

12. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 1 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at a point 25 feet from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

14. Landscaping. Trees, lawns, shrubs or other plantings provided by the developer shall be nurtured and maintained or replaced at the

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property owner's expense upon request of the Architectural Control Committee. All lots will be required to have landscaping within 30 days of occupancy of the structure thereon as follows, unless otherwise granted by the Architectural Control Committee: front, side and rear yards with sod or equivalent, 4 six-foot trees minimum, and 16 low-lying shrubs minimum. Completely fenced rear yard with opaque material.

15. Canal. The fencing along the existing canal shall be of chain link material only so as to accommodate weed control by the canal company. Said fence shall be 20 feet from the canal bank to provide a maintenance easement to the canal company.

16. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

17. Architectural Control Committee. A majority of the committee may designate a representative to act for it. In the event of resignation of any member of the committee, the remaining members of the committee shall have full authority to select a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners or a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. The Architectural Control Committee is composed of Gregory L. Hansen, Darrell E. Martin and Jerard H. Dinkelman. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

18. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall automatically extend for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

19. Enforcement. Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

20. Severability. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

TRADE WEST DEVELOPMENT CORPORATION

By Gregory L. Hansen
Gregory L. Hansen
Executive Vice-President

STATE OF UTAH)
COUNTY OF SALT LAKE)^{ss}

On the 10th day of Sept 1985 personally appeared before me, Gregory L. Hansen who being by me duly sworn did say, that he, the said Gregory L. Hansen is the Vice President of Trade West Development Corporation and that within and foregoing instrument was signed in behalf of the said corporation by authority of a resolution of its board of directors and said Gregory L. Hansen duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires 1/10/87
Residing in Salt Lake City, Utah

David Reardon
Notary Public



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